

36965

A G R E E M E N T

THIS AGREEMENT made this 19th day of
July, 1971.

BY and BETWEEN

DAVID MAJOR, residing at 651 White Bridge Road,
Meyersville, New Jersey,

hereinafter called Owner,

AND

NATIONAL GYPSUM CO., having an office at
50 Division Avenue, Millington, New Jersey,

hereinafter called National.

WHEREAS, National desires to dump various material
on the property of the Owner, and

WHEREAS, the Owner is desirous of making his property
available to National to allow National to dump various material
thereon for the consideration hereinafter stated;

NOW, THEREFORE, in consideration of the mutual
promises of the parties to this Agreement, One Dollar (\$1.00) and
other good and valuable consideration, the parties agree as
follows:

1. Owner agrees to allow National to dump material
on his property and to cover said material with a minimum of six
(6) inches of dirt.

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3. National agrees to pay the sum of \$100,000.00 to the other party in three payments to be paid to the other party on or before the first, second and third anniversaries of the date of the execution of this agreement. At the expiration of the third anniversary of the date of the execution of this agreement, the other party shall be entitled to receive the sum of \$100,000.00 in full. The other party shall be entitled to receive the sum of \$100,000.00 in full at the expiration of the third anniversary of the date of the execution of this agreement. The other party shall be entitled to receive the sum of \$100,000.00 in full at the expiration of the third anniversary of the date of the execution of this agreement.

4. National agrees to terminate this agreement on or before the first anniversary of the date of the execution of this agreement. If National fails to terminate this agreement on or before the first anniversary of the date of the execution of this agreement, the other party shall be entitled to receive the sum of \$100,000.00 in full. The other party shall be entitled to receive the sum of \$100,000.00 in full at the expiration of the third anniversary of the date of the execution of this agreement. The other party shall be entitled to receive the sum of \$100,000.00 in full at the expiration of the third anniversary of the date of the execution of this agreement.

5. National agrees to comply with all laws, rules, regulations and all requirements of the Federal Reserve Bank of New York and the Federal Reserve Bank of San Francisco. National agrees to comply with all laws, rules, regulations and all requirements of the Federal Reserve Bank of New York and the Federal Reserve Bank of San Francisco. National agrees to comply with all laws, rules, regulations and all requirements of the Federal Reserve Bank of New York and the Federal Reserve Bank of San Francisco. National agrees to comply with all laws, rules, regulations and all requirements of the Federal Reserve Bank of New York and the Federal Reserve Bank of San Francisco.

[Signature]
NATIONAL

[Signature]
THE OTHER PARTY

[Signature]

Between:

DAVID MAJOR

And:

NATIONAL Gypsum Company

Dated: July 19, 1971.

McCarter & English
550 Broad Street
Newark, New Jersey 07102

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